

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5867405

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
DISPLAYDATA LIMITED		09/20/2019
RECEIVING PARTY DATA		
Name:	NEW VISION DISPLAY, INC.	
Street Address:	1430 BLUE OAKS BOULEVARD	
Internal Address:	SUITE 100	
City:	ROSEVILLE	
State/Country:	CALIFORNIA	
Postal Code:	95747	
PROPERTY NUMBERS Total: 11		
Property Type	Number	
Patent Number:	6784968	
Patent Number:	7824516	
Patent Number:	8470411	
Patent Number:	7884905	
Patent Number:	8199295	
Patent Number:	8130186	
Patent Number:	7692672	
Patent Number:	7551258	
Patent Number:	9034429	
Patent Number:	7471362	
Patent Number:	8384872	
CORRESPONDENCE DATA		
Fax Number:	(916)446-1611	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	8584325741	
Email:	nburton@weintraub.com	
Correspondent Name:	JO DALE CAROTHERS	
Address Line 1:	11682 EL CAMINO REAL, SUITE 305	
Address Line 4:	SAN DIEGO, CALIFORNIA 92130	

PATENT

ATTORNEY DOCKET NUMBER:	15231/7
NAME OF SUBMITTER:	JO DALE CAROTHERS
SIGNATURE:	/Jo Dale Carothers/
DATE SIGNED:	12/13/2019
Total Attachments: 7 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif	

Dated

SEPT 20

2019

DISPLAYDATA LIMITED

and

NEW VISION DISPLAY, INC

ZBD TECHNOLOGY ASSIGNMENT DEED



Moorcrofts LLP
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Dedmere Road, Marlow
Bucks, SL7 1PB
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www.moorcrofts.com
info@moorcrofts.com

- (1) **DISPLAYDATA LIMITED** incorporated and registered in England and Wales with company number 03929602 whose registered office is at Malvern Hills Science Park, Geraldine Road, Malvern, Worcestershire, WR14 3SZ (**Assignor**)
- (2) **NEW VISION DISPLAY, INC** incorporated and registered in California, USA, with company number C3519237 whose registered office is at 1430 Blue Oaks Boulevard, Suite 100, Roseville, CA 95747-5156 USA (**Assignee**)

BACKGROUND

- (A) By the Main Agreement (as defined below) the Assignor has agreed to assign to the Assignee the intellectual property rights shown in the Schedule to this agreement on the terms set out in this agreement.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Main Agreement: an asset purchase agreement dated 10 September 2019 between the Assignor and the Assignee.

Patents: the registered patents which are set out in Schedule 1

- 1.2 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.3 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.4 Any defined term included herein shall have the definition assigned to it as contained the Main Agreement.

2. Assignment

Pursuant to and for the consideration set out in the Main Agreement the Assignor hereby assigns to the Assignee absolutely with full title guarantee but subject to the terms of the Main Agreement all its right, title and interest in and to the Patents, including:



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- (a) the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents;
- (b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Patents whether occurring before, on, or after the date of this agreement.

For the avoidance of doubt, it is noted that some of the Patents are registered in the name of ZBD Displays Limited (the former company name of the Assignor which was changed from ZBD Displays Limited to Displaydata Limited with effect from 10 January 2014).

3. Liability

- 3.1 The Assignor excludes all liability to the Assignee, to the fullest extent permissible by law, that may arise in relation to the Patents after the date of this agreement, whether arising from negligence or otherwise.

4. Further assurance

- 4.1 At the expense of the Assignee, the Assignor shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement, including:
 - (a) registration of the Assignee as applicant or (as applicable) proprietor of the Patents; and
 - (b) assisting the Assignee in obtaining, defending and enforcing the Patents, and assisting with any other proceedings which may be brought by or against the Assignee against or by any third party relating to the Patents.

5. Miscellaneous

- 5.1 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 5.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 5.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).



- 5.4 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.
- 5.5 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 5.6 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 5.7 Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered to the registered office address as detailed herein.
- 5.8 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 5.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a Deed by)
DISPLAYDATA LIMITED)
acting by a Director)
in the presence of:)
Director)

Signature:

Name: ELIZABETH JENKIN

Address: 6 SPANMEND DRIVE, WOLUINGHAM, BERKSHIRE, RG40 2HX.

Occupation: SOLICITOR

Executed as a deed for and on behalf of New Vision Display, Inc, a company incorporated in the United States of America, by the persons named below, being person(s) who are, in accordance with the laws of America, acting under the authority of the company:

Name JEFFOYNE - CEO

Signature J.M.

Name JIANG A. PING - CEO

Signature Jiang Aiping

Schedule 1

Patents

Country	Summary	Application Number	Patent number
Australia	Grating structure used to give wide temperature range.	2004209734	2004209734
Canada	Grating structure used to give wide temperature range.	2515346	CA2515346
China	Application of FLC type addressing schemes to ZBD	p 00807200.0	ZL00807200.0
China	Basic manufacturing of ZBD grating using embossing	3816460.4	ZL03816460.4
China	Grating structure used to give wide temperature range.	p 200480009389.0	ZL200480009389.0
China	Method of increasing image complexity without increasing the number of drivers.	3812191.3	ZL03812191.3
China	Method for forming gratings in desired areas	p 200980128917.7	ZL200980128917.7
EPO	Basic manufacturing of ZBD grating using embossing	3722845.9	EP1503888
EPO	Grating structure used to give wide temperature range.	4709276.2	EP1590707
EPO	Application of FLC type addressing schemes to ZBD	00907759.5	EP1157371
EPO	Method of increasing image complexity without increasing the number of drivers.	03756060.4	EP1512138
France	Method of increasing image complexity without increasing the number of drivers.	3756060.4	EP1512138
France	Basic manufacturing of ZBS grating using embossing	3722845.9	EP1503888

France	Grating structure used to give wide temperature range.	EP 4709276.2	EP1590707
Germany	Method of increasing image complexity without increasing the number of drivers.	60307101.5-08	EP1512138
Germany	Basic manufacturing of ZBD grating using embossing	60340012.4	EP1503888
Germany	Grating structure used to give wide temperature range.	602004053864.7	EP1590707
Hong Kong	Application of FLC type addressing schemes to ZBD	2107168.9	HK1045584
Hong Kong	Basic manufacturing of ZBD grating using embossing	6102874.1	HK1082934
Hong Kong	Grating structure used to give wide temperature range.	6112136.4	HK1091554
Hong Kong	Method of increasing image complexity without increasing the number of drivers.	6101845.9	HK1081710
India	Grating structure used to give wide temperature range.	3421/DELNP/2005	226060
Japan	Application of FLC type addressing schemes to ZBD	2000-603015	JP4794048
Japan	Grating structure used to give wide temperature range.	2006-502259	JP4722032
Japan	Method of increasing image complexity without increasing the number of drivers.	2004-510002	JP5047461
South Korea	Grating structure used to give wide temperature range.	10/2005-7014439	KR10-1102253
Taiwan	Grating structure used to give wide temperature range.	93102891	I316149
Taiwan	Method for forming gratings in desired areas	98116605	I534856

United Kingdom	Application of FLC type addressing schemes to ZBD	907759.5	EP1157371
United Kingdom	Method of increasing image complexity without increasing the number of drivers.	3756060.4	EP1512138
United Kingdom	Basic manufacturing of ZBD grating using embossing	3722845.9	EP1503888
United Kingdom	Grating structure used to give wide temperature range.	4709276.2	EP1590707
US	Application of FLC type addressing schemes to ZBD	09/914,854	US6,784,968
US	Basic manufacturing of ZBD grating using embossing	10/512877	US7824516
US	Optimising the ZBD photo-polymer for alignment, viscosity or refractive index.	13/086744	US8470411
US	Grating structure used to give wide temperature range.	10/543,884	US7884905
US	Grating structure used to give wide range	12/805435	US8199295
US	Method of increasing image complexity without increasing the number of drivers.	11/635083	US8130186
US	Includes fractional dither for bistable display greyscale.	10/612,876	US7692672
US	Grating design suited for greyscale.	10/612,877	US7551258
US	Method for forming gratings in desired areas	12/736897	US9034429
US	Bistable LCD (Scamz)	10/148,273	US7,471,362
US	Bistable LCD (Scamz)	12/213639	US8,384,872